See *Cowles* v. *United States Fidelity and Guaranty Co.*, 32 Wash. 120, 124, 72 Pac. 1032, 1033; RICHARDS, INSURANCE LAW, 3 ed., § 469. It differs from a wagering contract by the requirement that the insured must at the time of making the contract expect to suffer some worldly loss or liability if the contingency happens, though the misfortune for which he is to be indemnified need not be the loss of a legal right or the incurring of a legal liability. *Le Cras* v. *Hughes*, 3 Doug. 81; *Lord* v. *Dall*, 12 Mass. 115. The indemnity promised need not be a money payment. *Beals* v. *Home Ins. Co.*, 36 N. Y. 522; *Tolman* v. *Manufacturers Ins. Co.*, 1 Cush. (Mass.) 73. In the light of these broad principles, the decision of the principal case seems well founded. But the authorities are divided. *Accord*, *Physicians' Defense Co.* v. *O'Brien*, 100 Minn. 490, 111 N. W. 396. *Contra*, *State* v. *Laylin*, 73 Oh. St. 90, 76 N. E. 567; *Vredenburgh* v. *Physicians' Defense Co.*, 126 Ill. App. 509.

LEGACIES AND DEVISES — ADEMPTION — EFFECT OF MERGER OF COMPANY ON BEQUEST OF SHARES. — A testator bequeathed "twenty-three of the shares belonging to me in the London and County Banking Co." upon certain trusts. Between the date of the will and that of the testator's death the company amalgamated with another company, which resulted in a change of name and a new issue of capital, each original £80 share being subdivided into four £20 shares. *Held*, that the bequest passes ninety-two of the new shares. *Re Clifford's Estate*, 56 Sol. J. 91 (Eng., Ch. D., Nov. 9, 1911).

The theory that ademption of specific legacies depends upon intent has long been obsolete in England. *Stanley* v. *Potter*, 2 Cox 180. It is now well settled that whenever the specific thing devised has ceased to belong to the testator, the bequest is adeemed. *In re Bridle*, 4 C. P. D. 336. The weight of American authority is in accord with the English cases. *Snowden* v. *Banks*, 9 Ired. (N. C.) 373. *Contra*, *Joynes* v. *Hamilton*, 98 Md. 665, 57 Atl. 25. Nevertheless, a legacy is not adeemed if the alteration is purely formal. *Oakes* v. *Oakes*, 9 Hare 666. Such is the case where there is a mere subdivision of a company's shares. *Re Greenberry*, 55 Sol. J. 633. Where, on the other hand, the new shares represent an interest in a substantially different company, the change is more than a mere matter of form. The principal case seems opposed to previous English decisions. *Cf. In re Slater*, [1907] 1 Ch. 665; *In re Gray*, 36 Ch. D. 205. It is, however, in accord with American authorities. *In re Peirce*, 25 R. I. 34, 54 Atl. 588; *Skipwith* v. *Cabell's Exr.*, 19 Grat. (Va.) 758. Though hardly consistent with the strict theory of ademption, the result of the principal case seems desirable, since the likeness of the new shares to the old is more important than their differences. The case is further complicated by a provision of the Wills Act, which was rightly held not to affect the result. 7 WILL. IV. & 1 VICT. c. 26, § 24. But *cf. In re Slater*, *supra*.

MARRIAGE — NULLIFICATION — ALLOWANCE TO WIFE. — A marriage was annulled on account of the wife's incapacity, theretofore unknown to her. During the eighteen years from the marriage to its annulment the husband accumulated $70,000. *Held*, that an allowance to the wife of $10,000 is not improper. *Coats* v. *Coats*, 118 Pac. 441 (Cal.).

Alimony is allowed in divorce proceedings in lieu of the wife's right to future support. See *Ex parte Spencer*, 83 Cal. 460, 464, 23 Pac. 395, 396. Nullification proceedings present no such basis for alimony, for by the decree the wife's right to support is avoided. *Willits* v. *Willits*, 76 Neb. 228, 107 N. W. 379. Consequently, the orthodox view disallows alimony in such cases. *Stewart* v. *Vandervort*, 34 W. Va. 524, 12 S. E. 736. See GODOLPHIN, ECCLESIASTICAL LAWS, 509. The wife may have several minor remedies. She can recover for fraud in procuring the marriage. *Blossom* v. *Barrett*, 37 N. Y. 434. The husband, being liable for household expenses until nullification, must reim-